

Please read these terms and conditions carefully before using our service.

Interpretation and Definitions

Definitions

For the purposes of these Terms and Conditions:

Company (referred to as either "Voice-over", "We", "Us" or "Our" in this Agreement) refers to Melvin Vermeer - Dutch Voiceover, Homestill, Isle Abbots, Taunton, TA3 6RJ, United Kingdom.

the Client (referred to as either "Client" or "You" in this Agreement) means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

End Customer means the third party that the Client acts on behalf of

Service (referred to as "Service" or "Assignment" in this Agreement) refers to the voicing voice-over texts/scripts.

Fee refers to the agreed amount for payment between the Client and Voice-over

Right of Use refers to the specific use, territorial area and duration of a project

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

1. Acknowledgment

1. These are the Terms and Conditions governing the use of this Service and the agreement that operates between the Client and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.
2. Your access to and use of the Service is conditioned on the Client's acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.
3. By accessing or using the Service You agree to be bound by these Terms and Conditions. If the Client disagrees with any part of these Terms and Conditions then the Client may not access the Service.
4. The Client represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.
5. The Client's access to and use of the Service is also conditioned on the Client's acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

2. Applicability

1. These general terms and conditions apply to all quotations, offers, orders and services and/or products supplied by Voice-over.
2. All quotations and offers from Voice-over are without obligation, unless explicitly agreed otherwise. The quotations and the periods specified in them may be amended or revoked by Voice-over at any time.
3. The applicability of any purchasing or other terms and conditions of the Client ("Client") is expressly rejected.

3. The Assignment

1. Client grants Voice-over the assignment and Voice-over accepts the assignment from Client to perform the following work: voicing voice-over texts/scripts (the "Assignment").
2. The Assignment comes into effect after written confirmation of the Assignment by the Client, including acceptance of a written quotation or offer, whether by traditional mail, e-mail or other electronic means of communication, such as accepting an online quotation.
3. The applicability of any purchasing or other conditions of the Client ("Client") is expressly rejected.
4. Voice-over shall perform the Assignment personally and is entitled to have certain work performed by third parties.
5. Voice-over reserves the right to refuse or terminate the Assignment without giving reasons.

4. Fee

1. For the execution of the Assignment, Voice-over shall receive a fee from the Client (the "Fee").
2. The amount of the Fee shall be agreed in advance between the Client and Voice-over and stated in the offer or order confirmation.
3. All prices are exclusive of VAT, unless stated otherwise.
4. Voice-over is entitled to change its rates at any time.

5. Payment

1. Payment of the Fee shall take place within 30 (thirty) days from the date of Voice-over's invoice, after completion of the Assignment, unless otherwise agreed in writing.
2. If the Client fails to comply with the set payment term, Voice-over reserves the right to immediately suspend the Right of Use, as stipulated in Article 7. Voice-over may also charge extrajudicial collection costs, together with the legally determined credit percentage, to the Client.
3. If the Client remains in default, Voice-over reserves the right to have the voice recording taken offline or removed from where it is used or broadcasted. Any resulting costs shall be at the expense of the Client.

6. Revisions

1. The Voiceover is committed to providing high quality recordings.
2. The Client is responsible for providing Voice-over with the correct source files. Any errors in the script are the responsibility of the Client.
3. No text changes can be made after the script has been provided to Voice-over.
4. Unless otherwise agreed, Voice-over will deliver raw recordings to the Client. This means that unprocessed audio files will be provided in which breathing, click and pop sounds, sounds of movement and background noise may be audible.
5. If the Client discovers an error in the Voice-over's recording, such as a slip of the tongue or wrong pronunciation, the Client must notify the Voice-over within 14 (fourteen) calendar days. The Voice-over will correct the error free of charge.
6. In the event that a recording has to be made again, Voice-over cannot guarantee that it will be identical to the original.
7. Text changes as mentioned in Article 6.3 and corrections not reported within 14 calendar days as mentioned in Article 6.5 may be processed at extra cost.

7. Ownership of the work and Right of Use

1. Ownership of the content and materials, such as texts, brand names and processes, which form part of the Assignment, rests with the Client. However, ownership of the voice recording itself remains with the Voice-over.
2. The Client must indicate in advance the where the voice recording will be used, the intended scope (internal/municipality/city/region/province/country/part of the

world/worldwide) and the period for which the voice recording will be used. On this basis, the Right of Use will be determined ("Right of Use").

3. The Right of Use is agreed for a specific use, territorial area and duration, as determined in the offer or order confirmation.
4. The Right of Use shall be stated on the quotation and invoice. In case of any discussion, the Right of Use as stated on the invoice shall prevail.
5. After full payment of the Fee, Client acquires an exclusive Right of Use of the voice recording.

8. Ownership of the work and Right of Use (third party)

1. If the Client acts on behalf of a third party ("End Customer"), the Client must inform the End Customer of the agreed Right of Use.
2. The Client remains the point of contact for the Voice-over regarding the Right of Use, even after the recordings have been transferred to the End Customer, unless otherwise agreed in writing.
3. Use of the voice recording outside the agreed Right of Use, including but not limited to reuse or shortening, shall only be permitted with the prior written consent of the Voice-over and against agreed financial compensation.
4. For use of the voice recordings outside the agreed period of the Right of Use, the Client must obtain prior written permission from Voice-over. In such cases, separate prices or repeat-fees shall be determined and invoiced by Voice-over.
5. The Client is expressly prohibited from using any part of the Voice-over's recording or performance for purposes other than those specified in the original agreement between the parties, including but not limited to the creation of synthetic voices or for machine learning.
6. The Client agrees not to use any recorded material of the Voice-over to simulate the voice or likeness of the Voice-over or to create a synthesised or "digital doppelganger" voice or likeness of the Voice-over.
7. The Client agrees that without prior notice and permission from the Voice-over, no recorded material of the Voice-over may be sold or transferred to third parties in whole or in part.
8. The Client agrees that without prior notice and permission from the Voice-over, no agreements or contracts may be entered into on behalf of the Voice-over using any recorded material of the Voice-over, in whole or in part.

9. The Client agrees that all recorded material stored in digital form shall be appropriately secured so that unauthorised third parties cannot access files containing the Voice-over's voice or likeness. If such files are stored in the cloud, the Client agrees to keep them in a secure manner by means of encryption or other up-to-date technological measures.
10. Reproduction, disclosure and copying of the voice recording is permitted only with the Voice-over's express written consent.

9. Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: studio@melvinvermeer.nl